



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BRITISH COLUMBIA HOUSING MANAGEMENT  
COMMISSION and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FFL MNDL MNRL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act"):

- a Monetary Order for damages and loss pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing which lasted approximately 10 minutes. The corporate landlord was represented by their agent (the "landlord") who appeared and was provided a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that they served each of the tenants with the application for dispute resolution and evidence by registered mail sent to a forwarding address provided by the tenants on May 10, 2019. The landlord provided two valid Canada Post tracking numbers as evidence of service. Based on the evidence I find that each of the tenants is deemed served with the landlord's materials in accordance with sections 88, 89 and 90 of the *Act* on May 15, 2019, five days after mailing.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award as claimed?

Is the landlord entitled to recover the filing fee from the tenants?

### Background and Evidence

This periodic tenancy began in August 2014 and ended on April 5, 2018. The monthly rent was \$1,379.00 payable by the first of each month.

There was a previous hearing under the file number on the first page of this decision. At that hearing the landlord was granted a Monetary Award for a portion of the rental arrear for this tenancy arising from the tenants' failure to pay rent for January through April, 2018. The landlord submits that there is additional rent owing as the tenants failed to pay the full rent for October, November and December, 2017. The landlord gave evidence that the total amount of the rental arrear, for which an Order has not already been issued, is \$3,262.00.

The landlord said that the tenants failed to participate in a move-out inspection despite being provided multiple opportunities to schedule one. The landlord performed the move-out inspection without the tenants on April 8, 2019 and found that the rental unit required considerable cleaning, garbage disposal and some repairs. The landlord submitted into evidence the condition inspection report prepared at the end of the tenancy, some photographs of the suite condition and receipts for the monetary amount of losses incurred. The landlord said that they are seeking a monetary award in the amount of \$1,283.78 for the cost of cleaning and repairs.

### Analysis

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

I accept the undisputed evidence of the landlord that there is a rental arrear in the amount of \$3,262.00 for this tenancy, arising from the tenant's breach of the agreement and failure to pay rent when due. Accordingly, I find that the landlord is entitled to a monetary award in that amount as against the tenants.

I accept the evidence of the landlord that the rental unit required cleaning and work after the tenancy. I accept the evidence that the total cost of the work performed is \$1,283.78. As such, I issue a monetary award in the landlord's favour for that amount.

As the landlord's application was successful, the landlord is entitled to recover the \$100.00 filing fee for the cost of this application.

Conclusion

I issue a monetary award in the landlord's favour against the tenants in the amount of \$4,645.78. This award allows the landlord to recover the rental arrears and losses from cleaning the suite as well as the filing fee for this application.

The landlord is provided with this monetary Order in the above terms and the tenants must be served with this Order as soon as possible. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 19, 2019

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Residential Tenancy Branch